

REMARKS

Reconsideration and allowance of this Application are respectfully requested in light of the foregoing amendment and following remarks.

1. Claims 1-3, 8, 9, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gardner et al (US Patent 5,758,327) in view of Povilus (US Patent 5,740,425)

Claim 1

Referring to claim 1, the Office Action admits that Gardner does not explicitly teach updated information, wherein said updated information is obtained in part from said special requisition and added to said database for future reference (as recited by claim 1). (It appears from the body of the rejection that Povilus is not being utilized for claim 1. If this is an error, Applicants request a new Office Action identifying how Povilus should have been combined with Gardner.) However, the Office Action alleges that since Gardner teaches that a non-catalog requisition requires a purchasing agent to locate and negotiate a price with a vendor (column 9, lines 14-18) it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to update the database of Gardner with the information from the non-catalog requisition. The Office Action further alleges that Gardner provides the motivation for this by stating "The goal is to handle the majority of customer transactions via the catalog model, thereby capitalizing on previously negotiated contracts and eliminating non-value-added activities." Finally, the Office Action alleges that Gardner wants to prevent a purchasing agent from re-negotiating a price with a vendor every time a requisition for a particular non-catalog item is submitted and once a price has been negotiated, Gardner wants his system to capture this information and to eliminate all non-value-added activities.

Applicants respectfully traverse the rejection.

Gardner frequently refers to the processing of non-catalog items, see, e.g.: col. 5, lines 64-65; col. 6, lines 41-44; col. 7, line 23; and col. 9, lines 16-18. Despite, such ample opportunity to do so, nowhere does Gardner teach adding updated information to the catalog taught by Gardner wherein the updated information is obtained in part from a special requisition for a non-catalog item, as recited by instant claim 1. Gardner even includes as a specific example of his teaching of the processing of a non-catalog item request, attaching a GIF image of a page of another catalog having

the desired item (column 6, lines 41-44) that contains information about the non-catalog item. However, Gardner does not teach adding any of this readily available catalog information from another catalog to the catalog taught by Gardner, let alone information from the requisition for the non-catalog item taught by Gardner. If anything, Gardner is, in effect, teaching away from adding information for non-catalog items because they are not *approved for inclusion in the catalog*. At column 5, lines 25 et seq., Gardner teaches a catalog is stored as an electronic catalog and includes all information regarding pre-approved products and services that are available to the companies using the electronic catalog taught by Gardner. Gardner further teaches that a requisition for a non-catalog item is approved *but nowhere teaches that the product is thereafter a pre-approved product used to update the database*. The Office Action allegations that Gardner does not want to prevent a purchasing agent from re-negotiating a price with a vendor every time a requisition for a particular non-catalog item is submitted because the item is not a pre-approved product as required by Gardner's teaching but is only the subject of an approved requisition is irrelevant. Gardner teaches only pre-approved products are contained in the catalog (col. 5, lines 25 et seq.). This allegation of the Office Action concerning the wants and intentions of the inventor Gardner is mere speculation on the part of the Office Action with no teaching or even a suggestion in the reference in support thereof. Further, Gardner even teaches away from adding such unapproved items by teaching that only pre-approved items are in the catalog. Gardner does not teach any update of the catalog by adding update information obtained in part from a special requisition, as recited by instant claim 1. Applicants point out that claim 1 does not recite approval of the special requisition nor inclusion of only pre-approved products in the database, but Gardner teaches both approval of the special requisition taught by Gardner and inclusion only of pre-approved products in Gardner's catalog which is a contrary teaching to the invention of instant claim 1.

Based on the foregoing discussion, there is no suggestion or teaching or any other motivation for combining the teaching of Gardner with that of Povilus, there is a teaching away from including any but pre-approved products in Gardner's catalog, and therefore the Office Action has failed to make out a *prima facie* case of obviousness with regard to claim 1 and the rejection should be withdrawn. Claim 1 is allowable and claims 2-9 dependent therefrom are allowable for at least this reason.

Claim 2

Referring to claim 2, the Office Action alleges that Gardner teaches a system comprising a plurality of predetermined rules and a catalog in a central system (column 2, lines 51-66; column 4, line 45-column 5, line 29). The Office Action admits that Gardner does not teach a knowledge base comprising both predetermined relationships and predetermined rules, and that the catalog item information is normalized with respect to predetermined relationships in accordance with predetermined rules. The Office Action alleges that Povilus teaches these limitations (column 3, lines 20-24; column 13, lines 25-35, column 14, lines 25-39; column 17, lines 33-44). Therefore, it would have been obvious, alleges the Office Action, to one of ordinary skill in the art, at the time the invention was made, to incorporate the teachings of Povilus into the system of Gardner. One of ordinary skill in the art would have been motivated to do so, alleges the Office Action, in order to provide a user with hierarchy of products which the user could navigate through various paths, as taught by Povilus (col. 9, lines 53-64).

Applicants respectfully traverse the rejection.

With regard to the predetermined rules taught by Gardner, they are taught only with respect to approval of requisitions and not the catalog, see e.g.,

Abstract	“The authorization process dictated by the requisition rules of the company are followed”
c1,11-43	“Within a particular business, there are typically established requisition rules regarding the procedure to be followed in the procurement of goods and services. ...”
c2,157-64	“... includes storing company-specific requisition rules of a number of independent companies ... and satisfying the appropriate requisition rules... . In addition to storing requisition rules, the central computer system includes a catalog of “items” ...”
c3,132-43	“The appropriate company-specific requisition rules are selected according to the affiliation of the requestor with one of the companies. The requisition rules include an authorization matrix. The authorization matrix dictates the individuals within the company that must sign in order to provide proper approval of the requisition. ...”
c5,15	“...authorization rules...”

c4,113-22 “ ...there are a number of different components of the requisition rules. ... authorization matrix, routing engine, ... requirements related to bids. ...”

c7,131- “...the authorization process ... is dictated by the requisition rules stored during step 36 ...”

Therefore, there is no teaching by the cited Gardner reference of any rules for entering content into a catalog but only a teaching of company-specific requisition rules for authorization of a requisition.

The Office Action admits that Gardner does not teach the limitations of claim 2, namely, a knowledge base comprising both predetermined relationships and predetermined rules, and that the catalog item information is normalized with respect to predetermined relationships in accordance with the predetermined rules. Since, as discussed above, Gardner does not teach rules with respect to the catalog and since there is no teaching or even a suggestion of rules with respect to the catalog, there can be no motivation to combine the cited references to achieve the invention of claim 2, much less, as alleged by the Office Action, the motivation of providing a user with a hierarchy of products which the user could navigate through various paths, as taught by Povilus (column 9, lines 53-64). Furthermore, Gardner even teaches away from a highly structured, normalized catalog, as taught by Povilus. Povilus teaches storing the catalog 38 (FIG. 3) as a single catalog that includes products and services of all of the vendors to provide a single view of available information to requesters. Gardner explicitly teaches away from even segregating, i.e., structuring, catalog information by vendor (col. 5, lines 48-50 “...This is in contrast to a public database of catalog information in which information is segregated according to vendors. ...”).

Without a suggestion or a teaching and with an explicit teach away, there is no motivation to combine these references. Without some motivation, the Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine the cited references and there is none here and here there is even a teaching away from a structured catalog.

Therefore, Applicants respectfully assert that one skilled in the art would not have been motivated to incorporate in the catalog of Gardner the teachings of Povilus, as alleged by the Office Action for any reason, let alone for the reason alleged by the Office Action to provide a user with

a hierarchy of products which the user could navigate through various paths, as taught by Povilus. There is no such suggestion or teaching of this combination either explicit or implied in the cited prior art and there must be. The Office Action has failed to make out a *prima facie* case of obviousness with regard to claim 2 and the rejection should be withdrawn. Claim 2 is allowable and claims 3-8 dependent therefrom are allowable for at least this reason.

Claim 3

Referring to claim 3, the Office Action admits that Gardner does not teach that the special requisition is partially normalized according to said predetermined rules, with said buyer suggesting enhancements to said predetermined relationships for creating a potential unique description of the special item. The Office Action further alleges that Povilus teaches an electronic catalog which allows a customer to combine multiple normalized SKUs to configure a special custom product with enhanced form or functionality that will be designated by a new normalized SKU (col. 22, lines 40-53) which constitutes a unique description of the special item. Therefore, the Office Action alleges, it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to incorporate the teachings of Povilus into the system of Gardner because one skilled in the art would have been motivated to do so in order to allow a customer to have greater control of the contents of the catalog used in the system of Gardner.

Applicants respectfully traverse the rejection.

As discussed above for Claim 2, the predetermined rules taught by Gardner are for the requisition approval process and there is no teaching by Gardner of predetermined rules for the catalog (database). Gardner specifically teaches control by the system taught by Gardner over the catalog (database) structure so as to provide 'a single view of available information' which Gardner specifically states is in contrast to a public database of catalog information that is segregated by vendors. Gardner is thus teaching away from any kind of addition by a user thereof to the catalog (database) taught by Gardner because such a user addition can corrupt the single view of available information by adding customer specific views of products, i.e., the products contained in a special requisition .

Nowhere does Gardner teach that a buyer who is using the system taught by Gardner has any control over the structure and content of the catalog, and, as just pointed out, Gardner teaches away

from any such buyer control. Thus, there is no motivation in Gardner to support the obviousness rejection of claim 3 made by the Office Action based on the allegation that one of ordinary skill in the art would have been motivated to incorporate the teachings of Povilus into the system of Gardner in order to allow a buyer to have greater control of the contents of the catalog because, as just pointed out, Gardner specifically teaches away from such an action.

To support an obviousness rejection there must be an explicit suggestion or teaching that serves as a motivation in the prior art cited to combine references and there is none here. The Office Action cannot use applicants' invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here and here there is even a teaching away from a buyer authoring catalog entries by way of a special product, as taught by Povilus.

Therefore, one skilled in the art would not have been motivated to incorporate in the catalog of Gardner the teachings of Povilus, as alleged by the Office Action. The Office Action has failed to make out a *prima facie* case of obviousness with regard to claim 3 and the rejection should be withdrawn. Claim 3 is allowable and claims 4-6, dependent therefrom, are allowable for at least this reason.

Claim 8

Referring to claim 8, the Office Action alleges that Povilus discloses a system where the updated special item information is normalized according to predetermined rules and stored within the catalog database (col. 21, lines 32-34 and col. 22, lines 10-19). The Office Action alleges that on this basis alone, it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to incorporate the teaching of Povilus into the system of Gardner being motivated to do so in order to automate future orders as taught by Gardner.

Applicants respectfully traverse the rejection.

At the outset, Applicants assert that nowhere does the cited Gardner reference teach automating future orders. Gardner teaches a catalog of items and rules for approving requisitions therefrom, said items being approved products and services and pre-negotiated so that there is no need for a buyer if a user orders items that are in the catalog (col. 5, lines 23-42). However, when

an item a user wants is not found in the catalog, Gardner does not anywhere teach capturing any information about the non-catalog item in order to add that information to the catalog because such a non-catalog item has not been approved for inclusion in the catalog and Gardner explicitly teaches “The catalog is stored as an electronic catalog and includes all information regarding approved products and services that are available to the companies.” Gardner only teaches that a non-cataloged item (1) “...will typically require involvement by a buyer who locates a vendor of the item and who may negotiate prices.”(col. 9, lines 14-18).

Applicants further assert that even though Gardner teaches detailed processing of a non-catalog request, Gardner did not take the opportunity at any of the many places in the cited reference where Gardner teaches such processing to even suggest or imply that information for a non-catalog item be incorporated into the catalog for any reason let alone for the reason alleged by the Office Action of automating future orders (see, e.g., col. 5, lines 23-42; col. 5, lines 64-65; col. 6, lines 41-44; col. 7, lines 18-23; col. 9, lines 3-18). Applicants assert that this lack of a teaching by Gardner at every place that teaches processing of non-catalog items in the cited reference is not inadvertent. It is a purposeful teaching away because Gardner did not intend the invention to cover such unapproved items in the catalog, i.e., unapproved for general ordering by companies using the catalog.

To support an obviousness rejection there must be explicit motivation in the prior art cited to combine references and there is none here. Thus, lacking any suggestion or teaching in the cited Gardner reference for including update information related to a non-catalog item in the catalog the Office Action cannot then use applicants invention as a roadmap for combining the Gardner and Povilus prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here. This, despite multiple teachings of processing non-catalog items in the cited reference that provides Gardner with ample opportunity to make even a suggestion of including update information related to a non-catalog item in the catalog. It is remarkable that one ordinarily skilled in the art such as Gardner did not provide such a teaching or suggestion, if as the Office Action has alleged, it would have been so obvious to one with Gardner’s skills and even assuming, arguendo that Gardner’s teaches automating future orders.

Applications assert that any such a suggestion or teaching is lacking because Gardner explicitly teaches away from adding any but approved products and services to a catalog and not products and services derived from an individual approved requisition.

Therefore, the Office Action has failed to make out a *prima facie* case of obviousness, claim 8 is directed to allowable subject matter and applicants respectfully request that the rejection of claim 8 should be withdrawn.

Claim 9

At the outset, Applicants note that claim 9 is incorrectly recited to depend from claim 1 and should depend from claim 2. An amendment has been provided herein to correct this error.

Referring to claim 9, the Office Action alleges that Povilus teaches an electronic catalog which comprises predetermined relationships including class (col. 13, line 52 - col. 14, line 12), attribute (col. 14, lines 13-18) and value characteristics (col. 15, lines 23-32). The Office Action further alleges that it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to incorporate the teachings of Povilus into the system of Gardner because one of ordinary skill would have been motivated to do so in order to provide a user with hierarchy of products which the user could navigate through various paths, as taught by Povilus (col. 9, lines 53-64).

Applicants respectfully traverse the rejection.

First, as discussed above for claim 2, with regard to the predetermined rules taught by Gardner, they are taught only with respect to approval of requisitions and not the catalog, see, e.g.,

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| Abstract | “The authorization process dictated by the requisition rules of the company are followed” |
| c1,11-43 | “Within a particular business, there are typically established requisition rules regarding the procedure to be followed in the procurement of goods and services. ...” |
| c2,157-64 | “... includes storing company-specific requisition rules of a number of independent companies ... and satisfying the appropriate requisition rules... . In addition to storing requisition rules, the central computer system includes a catalog of “items” ...” |
| c3,132-43 | “The appropriate company-specific requisition rules are selected according to the affiliation of the requestor with one of the companies. The requisition rules include |

an authorization matrix. The authorization matrix dictates the individuals within the company that must sign in order to provide proper approval of the requisition. ...”

c5,15 “...authorization rules...”

c4,113-22 “ ...there are a number of different components of the requisition rules. ... authorization matrix, routing engine, ... requirements related to bids. ...”

c7,131- “...the authorization process ... is dictated by the requisition rules stored during step 36 ...”

Therefore, there is no teaching by the cited Gardner reference of any rules for entering content into a catalog but only a teaching of company specific requisition rules for authorization of a requisition. Thus, since Gardner is not teaching rules with respect to the catalog.

Further, there is no motivation in Gardner, i.e., no teaching and not even a suggestion for any of the recited limitations of claim 9 that the predetermined relationships include class, attribute and value characteristics, much less is there any motivation or suggestion, as alleged by the Office Action, for providing a user with a hierarchy of products which the user could navigate through various paths in the cited Gardner reference , as taught by Povilus (column 9, lines 53-64). Furthermore, Gardner teaches away from a highly structured, normalized catalog, as taught by Povilus. Povilus teaches storing the catalog 38 (FIG. 3) as a single catalog that includes products and services of all of the vendors to provide a single view of available information to requesters and Gardner explicitly teaches away from even segregating, i.e., structuring, catalog information by vendor (col. 5, lines 48-50 “...This is in contrast to a public database of catalog information in which information is segregated according to vendors. ...”). The Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here and here there is even a teaching away from a structured catalog.

Therefore, Applicants respectfully assert that one skilled in the art would not have been motivated to incorporate in the catalog of Gardner the teachings of Povilus, as alleged by the Office Action for any reason, let alone for the reason alleged by the Office Action to provide a user with a hierarchy of products which the user could navigate through various paths, as taught by Povilus.

There is no such explicit or implied suggestion or teaching and thus no motivation for this combination in the cited prior art and there must be. The Office Action has failed to make out a *prima facie* case of obviousness with regard to claim 2 and the rejection should be withdrawn. Claim 9 is allowable and Applicants respectfully request that the rejection be withdrawn.

Claim 20

The Office Action admits that Gardner does not teach a structured requisition and does not explicitly teach adding a non-catalog item to the database once a supplier has been located. However, the Office Action alleges that one of ordinary skill in the art would have been motivated to use a structured requisition to capture and process information quickly for the automation process. The Office Action alleges further that once an item is pre-approved and pre-negotiated Gardner teaches it can be directly communicated to the appropriate vendor to fill the order (col. 5, lines 29-42). Based on this teaching of Gardner the Office Action concludes it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to add the non-catalog item to the database of Gardner because Gardner provide the motivation for this by stating "The goal is to handle the majority of customer transactions via the catalog model, thereby capitalizing on previously negotiated contracts and eliminating non-value-added activities." Clearly, the Office Action alleges, Gardner *wants* to prevent a purchasing agent from re-negotiating a price with a vendor every time a requisition for a particular non-catalog item is submitted. Further, the Office Action goes on, once a price has been negotiated, Gardner *wants* his system to capture this information and to eliminate all non-value-added activities.

Applicants respectfully traverse the rejection.

Applicants note that although claim 20 is included in the 103(a) rejection as being unpatentable over Garner in view of Povilus, the Office Action has cited no such combination in the rejection of claim 20 and only cites the Gardner reference as support for the rejection thereof.

Applicants note that Office Action acknowledges the deficiencies of Gardner but does not cite a secondary reference to correct these deficiencies.

If the rejection is based solely on the Gardner reference and should have been a 35 U.S.C. 102 rejection, the cited reference must teach every limitation of the rejected claim and, as the Office Action admits, it does not teach at least two limitations. Namely, the cited reference does not teach

the steps of (a) creating a structure requisition for said item; and (d) adding said item to said database and the Office Action has failed to make out a case of anticipation.

If the rejection is intended to be a combination of the Gardner reference with the Examiner's knowledge, then Applicants assert that the Office Action's statements concerning Gardner's 'wants' is more than mere speculation - - it is a reading into the invention of a teaching that is nowhere supported by any other explicit, inherent, or implied teaching or even a suggestion therein by Gardner and is therefore contrary to U.S. patent law. As discussed above, there is more than ample opportunity throughout the cited reference for Gardner, when teaching processing of non-catalog items at multiple locations in the cited reference, to teach or even suggest capturing the information related to the non-catalog item and to teach or even suggest entering this captured information into the catalog **but no where does Gardner take advantage of any such opportunity to so teach or suggest.** So, even if, it was arguably so obvious to one ordinarily skilled in the art as it is assumed that Gardner is so skilled, the lack of such an obvious teaching amounts to a teaching away from adding such an item in such an ad hoc and unapproved manner, since, as discussed above, the approval taught by Gardner concerns the requisition for a non-catalog item and does not constitute an approval of the non-catalog item itself for inclusion in the catalog.

Therefore Applicants assert that Gardner lacks any suggestion or teaching or implied addition of a non-catalog item because such an item is not an approved item after it has been processed according to Gardner's invention, it is the requisition for the item that is approved. Further, Applicants emphasize that a single negotiated price for a non-catalog item is not taught or suggested as a pre-negotiated contract by Gardner but only as a one time negotiated price for a single order of a non-catalog item (col. 9, lines 15-18).

Therefore, Applicants respectfully assert that one skilled in the art would not have been motivated to either use a structured requisition in the method of Gardner or to add the information concerning the non-catalog item to the catalog, as alleged by the Office Action, for any reason, let alone for the reason alleged by the Office Action that Gardner wants his system to capture this information and to eliminate all non-value-added activities. There is no such explicit or implied suggestion or teaching of either by Gardner. The Office Action has failed to make out a *prima facie*

case of obviousness with regard to claim 2 and the rejection should be withdrawn. Claim 9 is allowable and Applicants respectfully request that the rejection be withdrawn.

2. Claims 10-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Povilus (U.S. 5,740,425) in view of Dudle et al. (U.S. 5,570,291 hereinafter "Dudle) and further in view of Official Notice.

Initially, Applicants note the following with respect to Dudle.

The Dudle Reference (U.S. Pat. No. 5,570,291) is Not Relevant Prior Art

In the current Office Action and in the prior Office Action mailed January 13, 2003 the Office Action has cited Dudle as teaching a system that allows customers to create custom orders for special items in addition to a catalog of off-the-shelf products, which can then be added to the database for processing future orders.

Applicants respectfully disagree. Dudle teaches a "Custom Product Estimating and Order Processing System" (Title) for generating estimates and orders for the manufacture of known customizations to known products, such as business forms (Abstract). The Office Action alleges, repeatedly, that Dudle teaches a system that allows customers to create custom orders for special items in addition to a catalog of off-the-shelf products (col. 8, lines 32-36) which can then be added to the database for processing future orders (col. 10, lines 31-34). Applicants respectfully assert that Dudle only teaches a "Custom Product Estimating and Order Processing System" in which a customer is provided with functions to specify a customization of only known products in known ways and Dudle is not teaching a system for structuring a requisition for or specifying or requesting a product not being within or found/located in a database/catalog, as recited by independent claims 1, 10, 17, 20. The customer already knows that the particularly customized product is not going to be in the database taught by Dudle. However, the customer knows that a customizable product is known and in the database and its customizable characteristics are known and in the database and that Dudle's system will allow customizations that the manufacturer of the custom product can produce to meet the customer's needs. As a service to the customers of the custom product manufacturer, office supplies are also contained in the database, but, there is no way taught or suggested by Dudle for a customer to specify an office product that is not in the database.

Therefore, Dudle does not teach structuring a requisition but only teaches specifying customizations. Further, Dudle does not teach adding the customizations to the database but placing them into a memory device for future reference by the originating customer, because such customizations are one customer's requirements for customizations and as customizations are already included in the ranges and types of customizations taught by Dudle.

Applicants respectfully assert that one skilled in the art would know that details of customizations add nothing of value to a database of customizable products and would greatly add to the storage requirements and search time for Dudle's catalog, thereby potentially decreasing its usability and customer satisfaction with such a database. What possible value would there be to a customer to be presented with other user's customizations of forms, for example, where the customizations include color, number of carbon copies, placement of customer name and address, number of blank lines, etc. when the customer merely wants to customize a form to his own needs? If thousands of such customizations were presented to a customer it would not be useful to the customer and would likely waste of the customer's time during searches and browses of the database. When customizing an item the customer wants to know what features are available and how they can be customized. The customer does not want myriad details of other possible customizations.

As further support of the foregoing arguments, there is no searching taught by Dudle, only specifying of known customizations of characteristics of known products. That is, Dudle teaches that users cannot specify just any characteristic but can only specify known characteristics and that users are limited to pre-established ranges, upper limits, lists of selections, for what they can specify for these known characteristics. Dudle teaches that a typical application of his teaching applies to a forms catalog where known different types of forms can be customized in only pre-established ways by a customer and the specification thus generated can be saved for that customer only in a memory device (which Dudle does not teach is the catalog). Dudle does not teach adding these customer defined specifications to the catalog. The most obvious reasons for this lack of a teaching is customer privacy and security, i.e., the data in a custom form is private to a given customer and sharing such data could lead to identify theft and trademark dilution.

There is also no sourcing taught by Dudle, i.e., there is no teaching of a process for preparing a special requisition, finding a supplier, negotiating a price with the supplier, preparing an order,

transmitting an order and therefore there is no suggestion or teaching or any other motivation to combine Dudle with the other references cited by the Office Action in order to achieve the present claimed invention. Dudle teaches a customer (or a salesman) entering specifications for a custom product in a system provided by the manufacturer of such custom products (an already known supplier of the known products) for the purpose of capturing customer specifications for the already known product and already known specifiable characteristics. This is not a special item not located within the database, as recited in claim 1, it is a known product that is located within the database and Dudle is not teaching an item specifying procedure being invoked when the desired item cannot be located within the database, as recited by claim 10. The customer or salesman in Dudle cannot, repeat cannot, make any entry for a product that the manufacturer does not already produce, i.e., all products are known and it is only values of already known product characteristics that are specifiable in known ways by a customer or salesman.

Again, Applicants assert that the detailed specifications made by a customer, or salesman on behalf of a customer, are not added to the catalog because of privacy and security reasons but also because such additional detail adds nothing of value to the catalog and only represent, unneeded details of prior orders because these products are already in the catalog and there is no need to add order details. These details are only of value to the customer who entered them or on whose behalf they were entered by a salesman. Why? Because the type of product supported by Dudle's system is only manufactured to customer specifications when such a specification is actually made. There is no inventory of products taught by Dudle because all products are built to a given customer's specifications. As a convenience for customers Dudle teaches warehousing custom products that have already been built to previous specifications, but only for the customer who ordered them in the first place. That these products have no applicability to other customers derives from their custom-built nature. Frequently, printed forms identify a source of a product or service and the original customer wants to safekeep that source's identity and not allow others to use that identity by using the original specification to build counterfeit forms.

Therefore, Applicants again emphatically assert that the Dudle reference is not relevant prior art because Dudle does not teach or suggest at least a special item not being located within the database. Dudle teaches a database comprising only special items and a system for customizing

these special items that are located within the database. *All items in Dudle are special items by definition.* Further, Dudle does not teach adding the specification of any item to the database but teaches saving a specification which is not a requisition in a memory device that is not the database, for future use only by the specifying customer.

Claim 10

The Office Action alleges that it would have been obvious to one having ordinary skill in the art to combine the electronic catalog of Povilus with Dudle's custom product ordering system so as to provide a customer with an item specifying procedure for an item not found in a catalog, thereby increasing customer satisfaction.

The Office Action admits that Povilus fails to teach a specifying procedure, said procedure invoked when the desired item cannot be located within a catalog database, and cites Dudle as teaching a system that allows customers to create custom orders for special items in addition to a catalog of off-the-shelf products (col. 8, lines 32-36), which can then be added to the database for processing future orders (col. 10, lines 31-34). The Office Action alleges that it would have been obvious to combine Povilus' method for publishing electronic catalogs with Dudle's custom product ordering system so as to provide a customer with an item specifying procedure for an item not found in a catalog, thereby increasing customer satisfaction.

Applicants respectfully traverse the rejection.

Applicants reiterate their arguments presented in the response filed on April 14, 2003, namely, that Dudle does not teach an item specifying procedure as recited in Claim 10 that is invoked when the desired item cannot be located in a catalog database and that Dudle only teaches customizing features of known products that are already in a catalog database, forms for example, with a pre-determined and known list of specifiable options, # plies and paper weight for example, and only within pre-determined and known ranges for each such option, valid range of #plies for each paper, weight, for example. This means that Dudle's application never applies to products not contained therein, contrary to the response of the Office Action. There is no means taught by Dudle to specify a product that is not already contained in the catalog, or, equivalently, as recited by instant claim 10 cannot be located within the catalog. All that Dudle teaches that a user can specify in the system of Dudle is known customizations to known products that are already in the catalog, that is,

Dudle teaches an all custom system in which, unless a customer warehouses a prior order or repeats a prior order which is not entered in the catalog but kept with customer data, every order is a custom order. Further, there is no generally available inventory associated with Dudle's catalog of products, every product is custom-produced with the exception of off-the-shelf office supply products and there is no way taught in Dudle to order an office supply product that is not already in the catalog or to customize an office supply product already in the catalog.

With regard to a catalog of off-the-shelf products, the only items inventoried by the system taught by Dudle are finished goods corresponding to previously specified custom orders for given customers or ready-made office supplies (col. 6, lines 54-58) and Dudle does not teach a generally available catalog that includes these customized finished goods. Dudle teaches that forms that have already been produced for a customer can be warehoused, i.e., inventoried, at a plant or distribution facility in accordance with a warehousing agreement (col. 6, lines 54-58) and Dudle does not teach that these custom products are included in a generally available catalog but only teaches that office supplies such as staplers are offered for resale in a catalogue (col. 8, lines 35-36).

Dudle teaches an item specifying procedure that is described beginning at col. 8, line 54 et seq and results in a production order for a custom product. That the item specifying procedure of Dudle is constrained to known pre-determined products having known pre-determined options is supported in Dudle's disclosure at col. 11, line 52 through col 12. line 60 where Dudle explicitly teaches that Dudle's validation process prevents the sales representative from selecting features for a type of business form that cannot be priced or manufactured. The example of validation given in Dudle only ensures that all features are logically consistent, Applicants assert that Dudle explicitly teaches a system that only allows selection from a menu of known pre-determined forms or item types having only known customizable features, e.g., "The screens are designed to highlight and/or restrict the user to only those menu options that are available based on previous inputs". Finally, Block 141 of FIG. 4 shows the sales site computer validating an item specification before it is transmitted to obtain an estimate and at col. 11, line 42-45 each plant validates every order specification it receives, just in case an inconsistent product specification slips through the sales site computer. These various validations of a specification taught by Dudle are multiple validation checkpoints in the specification process intended to assure that only those items that are already

known and have already known options within known ranges are specified by the item specifying procedure. Dudle's teaching thus is intended to make it impossible to specify an item that is not known, i.e., not in the catalog.

Since Dudle does not teach an item specifying procedure to be invoked when the desired item *cannot be located* within a catalog database but only a specifying procedure for known predetermined items, the admitted deficiency of Povilus is not overcome by the teaching of Dudle and the Office Action has failed to make out a *prima facie* case of obviousness with regard to independent Claim 10 and the rejection should be withdrawn. Claim 10 is therefore allowable.

Applicants augment this prior argument with the further argument that Dudle is not relevant prior art that appears above at the beginning of these remarks and the lack in the cited references of any teaching or suggestion, explicit or implied, to motivate in the combining of these references. Dudle's database is arguably a catalog but it is not a published catalog of the type published by Povilus because it is taught by Dudle as a centralized repository of item specification, estimate and customer contract data (Abstract). Therefore, there would have been no motivation to combine these references by one skilled in the art at the time the invention was made and there has to be one. The Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here. Therefore the Office Action has failed to make out a *prima facie* case of obviousness with regard to independent Claim 10 and the rejection should be withdrawn. Claim 10 is therefore allowable.

Claims 11 and 12

The Office Action alleges that Povilus substantially discloses the invention, but admits that Povilus does not disclose a procurement system where a structured requisition with a new class, attribute or value added to preexisting relationships to uniquely identify a desired item is automatically sent to suppliers who were identified by the relationships used to create the structured requisition. The Office Action alleges that Dudle discloses a system wherein a structure requisition is created by modifying an existing item specification which is stored in the database (col. 11, lines 57-63) and wherein a supplier for a structured requisition can be identified based on analysis of

which supplier is equipped to most efficiently produce the custom item specifications stored in the database (col. 8, lines 14-24), and can be automatically selected by the system in the course of generating a production order (col. 15, lines 41-44 and 52-54). The Office Action further alleges that it would have been obvious to one having ordinary skill in the art to combine Povilus' method for publishing electronic catalogues with Dudle's custom product ordering system so that a customer who wishes to place a special order can do so directly from the online catalog system and save time.

Applicants respectfully traverse the rejection.

First, Applicants disagree that Povilus substantially discloses the invention of either claims 11 or 12 because, as the Office Action admits, Povilus does not disclose a structured requisition subsystem comprising a structured requisition with a new class, attribute or value added to preexisting relationships to uniquely identify a desired item that cannot be located within said catalog database and that is automatically sent to suppliers who were identified by the relationships used to create the structure requisition and Dudle does not remedy these admitted deficiencies.

With regard to the instant claim limitations, Dudle does not teach identifying a supplier for a structured requisition based on analysis of which supplier is equipped to most efficiently produce the custom item. At the cited location (col. 8, lines 14-24) the reference teaches that after receiving item specifications "The Job Scheduling and Tracking subsystem can schedule the completion of jobs in a manner which improves plant efficiency." Dudle is not disclosing identification of at least one supplier, as recited by instant claim 11 (col. 8, lines 14-24), nor automatically selecting a supplier, as recited by instant claim 12 (col. 15, lines 41-44 and 52-54) at this or any other location in the cited reference. The production plant for producing a custom item by a manufacturer is selected by that manufacturer and not the supplier is being automatically selected by the mainframe computer system taught by Dudle. That is, the supplier is the manufacturer of the custom product and choosing which production facility by a supplier is not analogous to choosing a supplier because different criteria are used for making such a choice among competing suppliers as opposed to the choice of production facilities available to a single manufacturer.

Therefore, there would have been no motivation to combine these references (even to save a user thereof time, as alleged by the Office Action) by one skilled in the art at the time the invention was made, because Dudle does not cure the deficiencies of Povilus. Nor is there any suggestion,

teaching or motivation disclosed in the references themselves. There has to be a motivation to combine and there is none here. The Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here. Therefore the Office Action has failed to make out a *prima facie* case of obviousness with regard to independent Claims 10 and the rejection should be withdrawn. Claim 10 is therefore allowable.

Claims 13-16

The Office Action alleges that Povilus substantially discloses the invention, but admits that Povilus does not disclose a procurement system where a structured requisition is used to develop at least one new predetermined rule for uniquely identifying the desired item that cannot be located within said catalog database (as recited by instant claim 13), where said at least one new predetermined rule is added to said knowledge base to provide an update to said relationships (as recited by instant claim 14), where identifying information concerning the desired item is stored in said database in accordance with said relationships (as recited by instant claim 15), and where the desired item becomes a catalog item available through said selection procedure after undergoing said specifying procedure. The Office Action alleges that Dudle discloses a system with a rules selection subsystem that allows users to add rules as guidelines for creating a custom matrix for a specific customer and storing the rules in the database for future reference. The Office Action alleges that it would have been obvious to one having ordinary skill in the art to combine Povilus' method for publishing electronic catalogues with Dudle's custom product ordering system so that a manufacturer of a custom item can make its catalog customers aware that the new product exists for the purpose of increasing sales.

Applicants respectfully traverse the rejection.

First, Applicants disagree that Povilus substantially discloses the invention of any of claims 13 through 16 because, as the Office Action admits, Povilus does not disclose a structured requisition subsystem comprising a structured requisition with a new class, attribute or value added to preexisting relationships to uniquely identify a desired item that cannot be located within said catalog database and that is automatically sent to suppliers who were identified by the relationships

used to create the structure requisition. Dudle does not remedy any of these admitted deficiencies of Povilus

The Office Action has cited Dudle's disclosure (col. 18, lines 4-15) of a rules selection subsystem for a pricing matrix for which the Office Action has not provided an interpretation that a pricing matrix is a teaching of the limitations of claim 13-16 wherein the structured requisition is used to develop at least one rule that uniquely identifies a desired item that cannot be located within the catalog, is added to the knowledge base to provide an update to relationships which uniquely identify the desired item, where information concerning the desired item is stored in the catalog according to the updated relationships and where the desired item becomes available to users of the catalog. By no stretch of the teaching of Dudle of rules for selecting data of a price matrix can Dudle's teaching be said to disclose rules for uniquely identifying anything, let alone an item in the database. Dudle does not teach using rules in this manner.

Thus, there is no motivation, suggestion or teaching in the references for combination thereof for any reason let alone for developing at least one new predetermined rule for uniquely identifying the desired item that cannot be located within the catalog, for adding the rule to said knowledge base to update said relationships, to store identifying information concerning the desired item in the catalog in accordance with said updated relationship, and thereby making the desired item available through the catalog thereafter. Further, there would have been no motivation to combine these references (even to make catalog customers aware that the new product exists for the purpose of increasing sales, as alleged by the Office Action) by one skilled in the art at the time the invention was made, because Dudle doesn't teach using rules for identification of an item. There has to be such motivation or suggestion or teaching, and there is none here. The Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here. Therefore the Office Action has failed to make out a *prima facie* case of obviousness with regard to claims 13-16 and the rejection should be withdrawn. Claims 13-16 are therefore allowable.

Claims 17-19

The Office Action alleges, in part, that creating a form using form design software requires the application of standard rules and procedures that would apply to any custom form being designed and therefore it would have been obvious to one having ordinary skill in the art to combine the electronic catalog of Povilus with Dudle's custom product ordering system so that a custom item can be rapidly added to a catalog using a predetermined schema, thereby enabling catalog customers to access a new product for the purpose of increasing sales by selling to a wider market. The Office Action states that Dudle does not explicitly teach that the standard rules and procedures correspond to predetermined relationships in a database but the Office Action takes official notice that XML could have been used as part of the standard rules and procedures of Dudle.

Instant claim 17 recites in pertinent part a limitation of "determining rules to convert free form information associated with said catalog items into said normalized database." Even assuming, *arguendo*, that Dudle's teaching implies the application of standard rules and procedures that would apply to any custom form being designed, as alleged by the Office Action, instant claim 17 does not recite any corresponding rule and, Dudle does not teach rules for conversion of free form information into normalized database, i.e., catalog, entries, as recited by claim 17.

Finally, given that there are no rules for converting free form information to catalog entries taught by Dudle there would be no motivation to use XML for rules that are not taught by Dudle. Further, Dudle does not teach or suggest exchanging the content of his database/catalog with any other system. Therefore, one of ordinary skill in the art would not have been motivated to use XML to describe Dudle's database content because there would be no reason to so describe it.

There has to be an implied or explicit suggestion or a teaching to serve as a motivation to combine references and there is none here. The Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here. Therefore the Office Action has failed to make out a *prima facie* case of obviousness with regard to claim 17 and the rejection should be withdrawn. Claim 17 are therefore allowable. Claims 18-19 are dependent from allowable claim 17, and are allowable for at least this reason and their rejections should be withdrawn as well.

Claim 20

The Office Action alleges, in part, that Dudle teaches transmitting the custom order to a potential supplier (col., line 19 - col. 4, line 6).

Applicants respectfully traverse the rejection.

Contrary to the allegation of the Office Action, neither at the cited location in the Dudle reference and nor anywhere else in the reference does Dudle teach the recited limitation of claim 20 of “transmitting said structured requisition to at least one potential supplier”. Further, neither Povilus nor Dudle teaches the recited limitation of claim 20 of ‘locating a desired supplier for said item, where said item is not in the database. There is no explicit or implied suggestion or teaching to serve as motivation in either reference cited to combine the references to achieve the invention of instant claim 20 because the two foregoing limitations are not taught by either reference. There has to be motivation or a suggestion or a teaching to combine references and there is none here. The Office Action cannot use applicants invention as a roadmap for combining prior art references against Applicants. The court in *In Re Sang Su Lee*, 277 F.3d 1338, (Jan. 18, 2003) held this is impermissible hindsight and that cited references must contain a specific motivation to combine cited references and there is none here. Therefore the Office Action has failed to make out a *prima facie* case of obviousness with regard to claim 20 and the rejection should be withdrawn. Claim 20 is therefore allowable.

Claims 21-26

Referring now to claims 21-26, claims 21-26 are dependent from allowable claim 20, and are allowable for at least this reason and their rejections should be withdraw as well.

3. Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Povilus (U.S. Patent 5,740,425) in view of Gardner et al (U.S. Patent 5,758,327)

The Office Action admits that Povilus does not teach an item specifying procedure that is invoked when the desired item can't be located by said item selection procedure with the catalog database. The Office Action alleges that Gardner teaches a procurement system for purchasing a desired item (Abstract; col. 1, lines 5-8; col. 4, lines 45-66), that Gardner teaches an item specifying procedure within the catalog database (col. 9, lines 14-18) and therefore it would have been obvious

to one of ordinary skill in the art, at the time the invention was made, to incorporate the teachings of Gardner into the system of Povilus since Povilus states that Povilus' catalog is intended to be used by a variety of individuals including purchasing agents (col. 1, lines 38-67).

Applicants respectfully traverse the rejection.

At the cited location in the Povilus reference, Povilus' is discussing how catalog content is structured to address particular audiences such as design, construction or maintenance positions and the need for publishing electronic and printed product information in multiple renditions form a single product database that present product information in the level of detail intended for each and/or all individuals involved in the design, construction, and maintenance process. There is no mention of purchasing agents. The cited location in the cited reference is discussing level of detail and not item specification and therefore cannot serve as motivation of something that is not being discussed. The cited location in Povilus provides no teaching or suggestion that would motivate one skilled in the art to combine Povilus' catalog with any item specifying procedure let alone the teaching of Gardner because item specifying is not even being discussed but only level of detail of catalog content in being discussed and then only the need for varying the level of detail as is appropriate for the audience (user type).

There has to be some motivation to combine references and there is none here. The variety of users cited by the Povilus' reference at col. 1, lines 38-67 does not include purchasing agents, as alleged by the Office Action. Therefore, the Office Action has failed to make out a *prima facie* case of obviousness and claim 10 is allowable. The rejection of claim 10 should be withdrawn.

Claims 11-16, dependent from allowable claim 10, are allowable for at least this reason and the rejections thereof should be withdrawn.

4. Claims 4-6 are rejected under 35 U.S.C. §103(a) as being unpatentable over Gardner et al (U.S. Patent 5,758,327) in view of Povilus (U.S. Patent 5,740,425) and further in view of Dudle et al., and Conklin et al. (U.S. 6,338,050).

Applicant point out that Conklin is not relied upon for rejecting claims 4 and 5.

The Office Action alleges that Gardner and Povilus substantially disclose the invention. The Office Action admits that neither Gardner nor Povilus specifically teach a special requisition including a proposed modification to a predetermined relationship, a supplier reviewing the special

requisition, basing the new predetermined rule on updated information with a special requisition, or a buyer comparing the updated information as a basis for comparison between each special item available for purchase. The Office Action alleges that Dudle teaches a product estimating and order processing system in which custom item specifications are stored for use as a template for designing further custom business forms and which allows a supplier to review a custom product order to make changes as needed (col. 14, lines 47-67). The Office Action alleges that it would have been obvious to one having ordinary skill in the art to combine Gardner and Povilus' system for updating an electronic catalog to reflect a new product offering with Dudle's custom order processing system in order to allow a manufacturer to quickly add new item produced for a special requisition to its online catalog in order to sell to the general public instead of selling only to the buyer who requested the product initially, thereby generating increased revenue into the future.

Applicants respectfully traverse the rejection.

With regard to claim 4, at the cited location in the Dudle reference (col. 14, lines 47-67) the alleged supplier is reviewing the estimated cost of producing a customized product. Dudle does not teach a supplier reviewing the special requisition and proposing modification to at least one of said predetermined relationships, as recited by claim 4. Dudle does not anywhere discuss describing catalog content, i.e., relationships, or proposing modification to at least one of said predetermined relationships. Therefore, there is no suggestion or teaching that would serve as a motivation to combine the cited Dudle and Povilus references to reject claim 4 as obvious thereover. The Office Action has failed to make out a *prima facie* case of obviousness with respect to claim 4, claim 4 is allowable and the rejection should be withdrawn.

With regard to claim 5, as discussed in the introductory remarks, the Dudle reference is inapt for a special requisition because Dudle is not specifying a new product offering but only a customization of a known product which specification would not be added to a catalog because (1) it is likely to be a security issue if such a customization includes customer identification, as it likely would for custom forms (name, address, trademark, color, plies, stock type, etc.), (2) does not add anything of value to the catalog since the product is already contained in the catalog along with its available/allowable customizations and specific values of customizations have no value to other customers who already have this information in the available/allowable values for customizations, and

(3) adding such detailed customizations wastes time and space on a recurring basis and reduces the usability and efficiency of the catalog to which it is added. Dudle does not teach adding such customizations to the catalog but only teaches saving them in a persistent storage for future use by the customer for whom they were developed in the first place. One skilled in the art would not be motivated to add customizations for known products to a catalog because these additions would add nothing of value to the catalog and would only clutter it up with unnecessary data thereby increasing search time and storage costs to say nothing of the processing cost of adding such copious amounts of useless information to the catalog. Therefore, contrary to the allegation of the Office Action that it would have been obvious to one having ordinary skill in the art to combine Gardner and Povilus' system for updating an electronic catalog to reflect a new product offering with Dudle's custom order processing system in order to allow a manufacturer to quickly add new item produced for a special requisition to its online catalog in order to sell to the general public instead of selling only to the buyer who requested the product initially, thereby generating increased revenue into the future, one skilled in the art would not have been so motivated because nothing of value would be added by including this minutiae. Further, one skilled in the art would also not be motivated to include customizations because to do so would be to include redundant information, over and over again. The products are already in the catalog and the customizable features are in the catalog and so are the allowable values or ranges for customizations. Time, space, efficiency, etc. considerations all militate against one skilled in the art being motivated to add this redundant information. In addition, a lone customization does not provide a view of the range of customizations available, it is very limiting and customers would not be well served by a system that provides them and this is a further reason one skilled in the art would not be so motivated. There is no teaching or suggestion and therefore no motivation in the cited references to combine them to achieve the current invention and furthermore, as just discussed, one skilled in the art would not be motivated to combine them because their combination would detract from the catalog's usefulness by adding useless detailed customizations of known products rather than adding a new item. The general public already has access to the product and its available customizations. Therefore, Applicants assert there is no teaching or suggestion and therefore no motivation to combine the references either impliedly or explicitly in the references themselves and one skilled in the art would not be motivated for any reason to combine the references, as discussed

above, and the Office Action has failed to make out a *prima facie* case of obviousness with respect to claim 5, claim 5 is allowable, and the rejection should be withdrawn.

With regard to claim 6, claim 6 recites normalizing the updated data received from a plurality of suppliers so that a buyer can compare the updated information based on identical class and attribute characteristics. This is not a multivariate negotiations engine but a normalization of data received from a plurality of suppliers that makes the description of items consistent thereby enabling their comparison by a buyer. Conklin does not teach normalizing descriptions of items from multiple sellers so that a buyer is comparing them based on identical class and attribute characteristics, as recited by claim 6. The Conklin reference is not relevant prior art for the subject matter of claim 6 and because it is not relevant prior art the Office Action has failed to make out a *prima facie* case of obviousness with respect to claim 6, claim 6 is allowable and the rejection should be withdrawn.

5. Claim 7 is rejected under 35 U.S.C. §103(a) as being unpatentable over Gardner et al (U.S. Patent 5,758,327) in view of Povilus (U.S. Patent 5,740,425) and further in view Conklin et al. (U.S. 6,338,050).

The Office Action alleges that Gardner and Povilus teach all the limitations of claim 2 and that Povilus teaches a system wherein suppliers are identified with specific predetermined relationships (col. 17, lines 49-54). The Office Action admits that Gardner and Povilus do not teach a fulfillment organization selecting a plurality of suppliers to receive and review a special requisition. The Office Action alleges that Conklin discloses a negotiations system which comprises a sponsor who creates and administers a negotiation engine for participation between buyers and sellers (col. 14, lines 1-19), including setting rules for supplier participation to determine that a supplier can fulfill a buyer's requirements (co. 28, lines 46-51). The Office Action then alleges that it would have been obvious to one having ordinary skill in the art to combine the teachings of Conklin with the system of Gardner and Povilus in order to create a commercial community with a set of rules administered impartially for buyers and sellers by an administrator.

Applicants respectfully traverse the rejection.

First, as discussed above with reference to claim 2, Gardner and Povilus, either alone or in combination, do not teach all the limitations of claim 2 and Conklin does not remedy the previously

identified deficiencies of Gardner and Povilus. Therefore, for at least this reason, the Office Action and failed to make out a *prima facie* case of obviousness, claim 7 is allowable, and the rejection should be withdrawn.

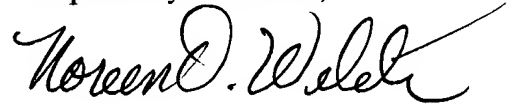
Second, Conklin is not relevant prior art with respect to claim 7. The cited location in the Conklin reference, col. 28, lines 46-51, teaches seller performance rules that govern whether or not a seller can participate in a commercial community and these rules taught by Conklin are not equivalent to the predetermined relationships recited by claim 7. The predetermined relationships of claim 7 are first recited in claim 2, from which claim 7 depends, as being part of a knowledge base used to normalize catalog item information with respect to the predetermined relationships. Supplier is a part of the catalog information for an item. At specification page 4 lines 3-5, suppliers are disclosed as being associated with classes, attributes and values. Further, the predetermined rules recited by claim 7 are rules for preparing the special requisition and are not equivalent to the supplier performance rules taught by Conklin at col. 28, lines 46-51. The at least one supplier recited by claim 1, from which claim 7 depends, is a supplier of catalog information for products that supplier is capable of supplying. There is no correspondence or equivalence between the predetermined rules and relationships recited by claim 7 and the performance rules taught by Conklin. Therefore, Conklin does not cure the admitted deficiency of Gardner and Povilus with respect to a fulfillment system selecting a plurality of suppliers to receive and review a special requisition. The suppliers selected by claim 7 are already participants in the procurement system and are identified in the catalog (associated with existing classes, attributes and values of the catalog) whereas Conklin teaches creating a commercial community in which sellers must comply with as set of performance rules (col. 28, lines 46-51) and while the Office Action alleges these rules include determining that a supplier can fulfill a buyer's requirements, the cited location in the cited reference does not so teach. Therefore, the Office Action has failed to establish a *prima facie* case of obviousness with respect to claim 7 because none of the Povilus, Gardner, and Conklin references, either alone or in combination, teaches the fulfillment system recited by claim 7. Claim 7 is therefore allowable and the rejection should be withdrawn.

Conclusion

In view of the foregoing remarks, all stated rejections of the Office Action have been overcome and this Application is in condition for allowance. Early notice to that effect is earnestly solicited.

If any issues remain which may be best resolved through a telephone communication, the Office Action is requested to kindly telephone the undersigned at the local, Washington D.C. telephone number listed below.

Respectfully submitted,



Noreen O. Welch
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Date: December 10, 2003

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